

# Exhibit 4

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*Attorneys for General Motors LLC*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

|   |   |                          |
|---|---|--------------------------|
| In re                                       | : | Chapter 11               |
|   | : |                          |
| MOTORS LIQUIDATION COMPANY, <i>et al.</i> , | : | Case No.: 09-50026 (REG) |
| f/k/a General Motors Corp., <i>et al.</i>   | : |                          |
|   | : |                          |
| Debtors.                                    | : | (Jointly Administered)   |
|   | X |                          |

**NOTICE OF FILING OF THIRTEENTH SUPPLEMENT TO  
SCHEDULE "1" TO THE MOTION OF GENERAL MOTORS LLC  
PURSUANT TO 11 U.S.C. §§ 105 AND 363 TO ENFORCE THE  
COURT'S JULY 5, 2009 SALE ORDER AND INJUNCTION**

**PLEASE TAKE NOTICE** that on December 8, 2014, General Motors LLC filed the attached *Thirteenth Supplement to Schedule "1" to the Motion of General Motors LLC Pursuant to 11 U.S.C. §§ 105 and 363 to Enforce the Court's July 5, 2009 Sale Order and Injunction* with the United States Bankruptcy Court for the Southern District of New York.

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Dated: New York, New York  
December 8, 2014

Respectfully submitted,

/s/ Scott I. Davidson

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**THIRTEENTH SUPPLEMENT<sup>1</sup> TO SCHEDULE “1”**

**CHART OF ADDITIONAL IGNITION SWITCH ACTIONS  
COMMENCED AGAINST NEW GM NOT LISTED IN THE  
PREVIOUS SUPPLEMENTS TO SCHEDULE “1” TO MOTION TO ENFORCE**

|   | <u>Name</u>          | <u>Class Models</u> | <u>Plaintiffs’ Model</u>       | <u>Court</u>  | <u>Filing Date</u> |
|---|----------------------|---------------------|--------------------------------|---|--------------------|
| 1 | Brochey <sup>2</sup> | N/A                 | 2009 Chevy Impala <sup>3</sup> | Court of Common<br>Pleas of Erie<br>County<br>Pennsylvania<br>13108-2014 <sup>4</sup> | 11/7/14            |

<sup>1</sup> This schedule supplements the previous supplements and the original Schedule “1” previously filed with the Court in connection with the *Motion of General Motors LLC Pursuant to 11 U.S.C. §§ 105 and 363 to Enforce the Court’s July 5, 2009 Sale Order and Injunction* (“Motion to Enforce”).

<sup>2</sup> A copy of the complaint filed in the Brochey Action is attached hereto as Exhibit “A.”

<sup>3</sup> While the Brochey Action also concerns a 2011 Chevy Camaro, the claims regarding that vehicle do not implicate the Motion to Enforce.

<sup>4</sup> The Brochey Action was removed by New GM to the United States District Court for the Western District of Pennsylvania (No.: 1:14-cv-00304-JFM) on December 3, 2014.

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From:/Expéditeur:

KDN Law Firm PLLC  
166 S. Armenia Ave  
Tampa Fl. 33601

To:/Destinataire:

General Motors LLC  
300 Renaissance Center  
Detroit MI. 48265

Country of Destination:/Pays de destination:



1590 0001 2032 0005

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## Supreme Court of Pennsylvania

### Court of Common Pleas Civil Cover Sheet

ERIE

County

*For Prothonotary Use Only:*

Docket No:

13108-2014

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

#### Commencement of Action:

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Complaint               | <input type="checkbox"/> Writ of Summons | <input type="checkbox"/> Petition              |
| <input type="checkbox"/> Transfer from Another Jurisdiction |  | <input type="checkbox"/> Declaration of Taking |

S  
E  
C  
T  
I  
O  
N  
  
A

Lead Plaintiff's Name:  
Danny E. Brochey

Lead Defendant's Name:  
General Motors LLC

Are money damages requested?  Yes  No

Dollar Amount Requested:  within arbitration limits  
(check one)  outside arbitration limits

Is this a *Class Action Suit*?  Yes  No

Is this an *MDJ Appeal*?  Yes  No

Name of Plaintiff/Appellant's Attorney: Kurt D. Mitchell PA License No.: 205917 106 S. Armenia Ave Tampa FL 33609

Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

**Nature of the Case:** Place an "X" to the left of the **ONE** case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

#### TORT (do not include Mass Tort)

- Intentional
- Malicious Prosecution
- Motor Vehicle
- Nuisance
- Premises Liability
- Product Liability (*does not include mass tort*)
- Slander/Libel/ Defamation
- Other:  
Unfair Trades Practices and Consumer Protection law

#### CONTRACT (do not include Judgments)

- Buyer Plaintiff
- Debt Collection: Credit Card
- Debt Collection: Other

#### CIVIL APPEALS

- Administrative Agencies
  - Board of Assessment
  - Board of Elections
  - Dept. of Transportation
  - Statutory Appeal: Other

#### MASS TORT

- Asbestos
- Tobacco
- Toxic Tort - DES
- Toxic Tort - Implant
- Toxic Waste
- Other:

#### REAL PROPERTY

- Ejectment
- Eminent Domain/Condemnation
- Ground Rent
- Landlord/Tenant Dispute
- Mortgage Foreclosure: Residential
- Mortgage Foreclosure: Commercial
- Partition
- Quiet Title
- Other:

#### MISCELLANEOUS

- Common Law/Statutory Arbitration
- Declaratory Judgment
- Mandamus
- Non-Domestic Relations
- Restraining Order
- Quo Warranto
- Replevin
- Other:

#### PROFESSIONAL LIABILITY

- Dental
- Legal
- Medical
- Other Professional:

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IN THE COURT OF COMMON PLEAS OF ERIE COUNTY PENNSYLVANIA

Danny E. Brochey and his Wife ) Case No. 13108-2014  
Cheryl A. Brochey, ) CIVIL ACTION  
Daniel J. Matteo and his wife )  
Starleen E. Matteo )  
Plaintiffs, )  
vs. )  
General Motors LLC  
Defendant.

**NOTICE TO DEFEND-CIVIL**

**TO: GENERAL MOTORS LLC  
300 RENAISSANCE CENTER  
DETROIT MICHIGAN 48265**

You have been sued in Court. If you wish to defend against the claim set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the complaint or for any claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

IF YOU CANNOT AFFORD A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ON AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE  
ERIE COUNTY BAR ASSOCIATION  
PO BOX 1792 ERIE, PA 16507  
814-459-4411

*[Handwritten signature]*  
A TRUE COPY ATTESTED  
PROTHONOTARY

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IN THE COURT OF COMMON PLEAS OF ERIE COUNTY PENNSYLVANIA

Danny E Brochey and his wife ) Case No.:  
Cheryl A. Brochey, ) CIVIL ACTION  
Daniel J. Matteo and his wife ) COMPLAINT AND JURY DEMAND  
Starleen E. Matteo )  
Plaintiffs, )  
vs. )  
General Motors LLC  
Defendant.

---

INTRODUCTION

The Plaintiff(s), Danny E Brochey and Cheryl A Brochey and Daniel J. Matteo and Starleen E. Matteo (Hereinafter "PLAINTIFF or PLAINTIFFS"), through the undersigned counsel, files this complaint and sues defendant General Motors LLC (Hereinafter MANUFACTURER or DEFENDANT) for violations of the Unfair Trade Practices and Consumer Protection Law 73 P.S. 201-1 et seq. for defects associated with a 2011 Chevrolet Camaro VIN:  
2G1FS1EW3B9160320 and a 2009 Chevrolet Impala VIN:  
2G1WC57M991295813 (hereinafter "VEHICLE") warranted and placed into the stream of commerce by the Manufacturer.

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**JURISDICTION AND PARTIES**

1. Plaintiffs Danny and Cheryl Brochey are adult natural persons and are residents of the city of Erie, Erie County, Pennsylvania.

a. Plaintiffs Daniel and Starleen Matteo are adult natural persons and are residents of the city of Erie, Erie County, Pennsylvania

2. Upon information and belief MANUFACTURER is a Foreign Corporation with its principle place of business located at 300 Renaissance Center Detroit Michigan 48265 is authorized to do business in the State of Pennsylvania and, at all times relevant hereto, and was engaged in the business of selling and servicing automobiles in Erie County, Pennsylvania.

3. The transaction or occurrence giving rise to the causes of action alleged in this complaint occurred in Erie County, Pennsylvania.

**FACTS COMMON TO PLAINTIFFS DANNY AND CHERYL BROCHEY**

4. On or about March 7 2014 PLAINTIFFS purchased the VEHICLE with an agreed upon price of \$32,682.96. (See EX. A).

a. Along with the purchase of the VEHICLE, Plaintiff received express written warranties and implied warranties from the MANUFACTURER. (See EX. B).

i. Specifically, PLAINTIFFS received the

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MANUFACTURER'S 3-YEAR 36,000 MILE BUMPER TO BUMPER WRITTEN WARRANTY, warranting that the vehicle would be free from defects in materials or workmanship. Along with various other express written warranties of varying lengths of time and mileage.

ii. Further, pursuant to Pennsylvania Statutes PLAINTIFFS received an implied warranty that the product would be fit for its ordinary purpose.

5. The Plaintiffs bring this action for monetary damages, because of the ignition switch of the vehicle is dangerous and allows the vehicle to be turned off inadvertently.

6. Commencing during or around the 2010 model year, Manufacturer began manufacturing, marketing, distributing and selling the 5<sup>th</sup> Generation Camaro, all of which are equipped with defective ignition switch. The Vehicles' ignition switches are uniformly and inherently defective in materials, design or workmanship, and exhibit the ability to be turned off inadvertently. In the alternative the ignition condition is a condition that the Manufacturer was aware of and a fact the Plaintiffs should have been made aware prior to their purchase.

7. The ignition is a safety-related component if the ignition is turned off during operation it can result in loss of steering control, braking and air bags.

8. On or about June 20, 2014 the Defendant recalled the Plaintiffs vehicle however, the Defendant has refused to take

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corrective action at this time. Instead requiring that the Plaintiffs wait for some unknown period of time before the safety related component can be corrected.

9. The above referenced severe defects have shaken the PLAINTIFFS faith and confidence in the VEHICLE irreparably.

**FACTS COMMON TO DANIEL AND STARLEEN MATTEO**

10. On or about March 30 2011 PLAINTIFFS purchased the VEHICLE with an agreed upon price of \$21,705.60. (See EX. A).

a. Along with the purchase of the VEHICLE, Plaintiff received express written warranties and implied warranties from the MANUFACTURER.

i. Specifically, PLAINTIFFS received the MANUFACTURER'S 3-YEAR 36,000 MILE BUMPER TO BUMPER WRITTEN WARRANTY, warranting that the vehicle would be free from defects in materials or workmanship. Along with various other express written warranties of varying lengths of time and mileage.

ii. Further, pursuant to Pennsylvania Statutes PLAINTIFFS received an implied warranty that the product would be fit for its ordinary purpose.

11. The Plaintiffs bring this action for monetary damages, because of the ignition switch of the vehicle is dangerous and allows the vehicle to be turned off inadvertently.

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12. The 2009 model year Impala has been Manufactured and equipped with defective ignition switch. The Vehicles' ignition switches are uniformly and inherently defective in materials, design or workmanship, and exhibit the ability to be turned off inadvertently. In the alternative the ignition condition is a condition that the Manufacturer was aware of and a fact the Plaintiffs should have been made aware prior to their purchase.

13. The ignition is a safety-related component if the ignition is turned off during operation it can result in loss of steering control, braking and air bags.

14. On or about June 23, 2014 the Defendant recalled the Plaintiffs vehicle however, the Defendant still has not repaired the vehicle and it is unknown when the when or if the dangerous condition will be corrected.

15. The above referenced severe defects have shaken the PLAINTIFFS faith and confidence in the VEHICLE irreparably.

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COUNT I

UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

73 P.S. 201-1 et seq.

PLAINTIFFS DANNY AND CHERYL BROCHEY

16. Plaintiffs Danny and Cheryl Brochey hereby sue Manufacturer for violation of the Pennsylvania Unfair Practices and Consumer Protection Law.

17. Plaintiff incorporates paragraphs 1-9 as though fully restated and realleged.

18. Plaintiffs are persons who purchased a good or a service primarily for personal, household or family uses such as transportation to and from work, household chores and for recreational trips.

19. Manufacturer is a person that recklessly, wantonly and willfully violated provisions of the Unfair Trade Practices and Consumer Protection Law by:

A. Failing to comply with the terms of a written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services was made.

Specifically:

i. The Defect described herein is an extremely dangerous latent defect in materials or workmanship with the Plaintiffs' vehicle that the Defendant had been aware and yet chooses to ignore out of greed.

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ii. Moreover, the Manufacturer provided an express warranty that the vehicle would be free from defects in materials and workmanship; despite knowing that the Plaintiff vehicle contained a latent defect.

B. The Defendant was engaged in unfair or deceptive practices while engaged in commerce in the State of Plaintiff by placing into the stream of commerce the Plaintiffs' vehicle containing latent defects in materials or workmanship and not fit for its ordinary purpose of safe reliable transportation.

Specifically:

i. Manufacturer knew the vehicle was flawed containing a safety defect.

ii. The Manufacturer marketed, sold and place the Plaintiffs' vehicle into the stream of commerce with latent defects in materials or workmanship and not fit for its ordinary purpose of safe reliable transportation despite knowing of the latent defects solely because of corporate greed and a desire to save money on producing the vehicle.

iii. The defects were actively concealed from the Plaintiffs and the Plaintiffs were never given a meaningful opportunity to negotiate in good faith because of the unfair and deceptive trade practices employed by the Manufacturer.

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C. The Defendant violate 73 PS 201-2 (4)(viii) by representing that the vehicle was of a particular standard, quality or grade when in fact the vehicle was not.

Specifically:

i. The manufacturer represented the vehicle to be safe and fit for its ordinary purpose of transportation when in fact the vehicle was manufactured with a latent defect to the ignition switch which renders the vehicle unsafe, dangerous and not fit for its ordinary purpose.

D. Finally, the Defendant has committed an unfair and deceptive act pursuant to 73 P.S. 201.2(4)(xxi) by:

i. Placing the Plaintiffs' vehicle into the stream of commerce without informing the public/Plaintiffs that the vehicle exhibited the severe and dangerous defect thereby depriving Plaintiff of the opportunity to make an informed vehicle purchase.

ii. The above referenced misrepresentations, omissions and active concealment concerning the latent dangerous defect was material to the transaction. The false representations and material omissions were made with the intent that Plaintiffs rely upon them.

iii. Plaintiff relied upon the misrepresentations, omissions that the vehicle was safe and without latent defects in materials in the purchase of the

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Plaintiffs' vehicle. Moreover, Plaintiff changed their position by undertaking a large financial purchase and contracting for the Plaintiffs' vehicle they otherwise would not have done.

iv. Because of this unfair and deceptive practice the Manufacturer has been unjustly enriched.

v. Despite the clear evidence of the defect the Manufacturer has refused to stand behind its product and the warranties it provided. Instead the Manufacturer have forced Plaintiff to file suit to obtain relief that otherwise should have been provided by the Manufacturer willingly in light of the substantial nonconformities the Plaintiffs' vehicle contains and the laws of Pennsylvania.

a. Such behavior can only be described as reckless, wanton and willful.

20. Plaintiffs have suffered actual and ascertainable damages as result of the Manufacturer's actions in recklessly, willfully and wantonly violating the act. Specifically:

A. Plaintiff undertook the purchase and expended large sums of money on a vehicle that contains a dangerous defect.

B. Further, due to the nonconformities the residual value of the Plaintiffs vehicle has been substantially impaired.

C. Finally, the use and safety of the Plaintiffs vehicle has been substantially impaired.

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WHEREFORE, Plaintiffs prays for judgment against  
Manufacturer:

A. In an amount not to exceed \$74,999.00 exclusive of costs and interest for damages and actual attorneys' fees; pursuant to 73 P.S. 201-9.2(a).

B. Such other relief this Court deems appropriate.

COUNT II

UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

73 P.S. 201-1 et seq.

PLAINTIFFS DANIEL AND STARLEEN MATTEO

21. Plaintiffs Daniel and Starleen Matteo hereby sue Manufacturer for violation of the Pennsylvania Unfair Practices and Consumer Protection Law.

22. Plaintiff incorporates paragraphs 1-3 and 10-15 as though fully restated and realleged.

23. Plaintiffs are persons who purchased a good or a service primarily for personal, household or family uses such as transportation to and from work, household chores and for recreational trips.

24. Manufacturer is a person that recklessly, wantonly and willfully violated provisions of the Unfair Trade Practices and Consumer Protection Law by:

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A. Failing to comply with the terms of a written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services was made.

Specifically:

i. The Defect described herein is an extremely dangerous latent defect in materials or workmanship with the Plaintiffs' vehicle that the Defendant had been aware and yet chooses to ignore out of greed.

ii. Moreover, the Manufacturer provided an express warranty that the vehicle would be free from defects in materials and workmanship; despite knowing that the Plaintiff vehicle contained a latent defect.

B. The Defendant was engaged in unfair or deceptive practices while engaged in commerce in the State of Plaintiff by placing into the stream of commerce the Plaintiffs' vehicle containing latent defects in materials or workmanship and not fit for its ordinary purpose of safe reliable transportation.

Specifically:

i. Manufacturer knew the vehicle was flawed containing a safety defect.

ii. The Manufacturer marketed, sold and place the Plaintiffs' vehicle into the stream of commerce with latent defects in materials or workmanship and not fit for its ordinary purpose of safe reliable transportation despite knowing of the

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latent defects solely because of corporate greed and a desire to save money on producing the vehicle.

iii. The defects were actively concealed from the Plaintiffs and the Plaintiffs were never given a meaningful opportunity to negotiate in good faith because of the unfair and deceptive trade practices employed by the Manufacturer.

C. The Defendant violate 73 PS 201-2 (4)(viii) by representing that the vehicle was of a particular standard, quality or grade when in fact the vehicle was not.

Specifically:

i. The manufacturer represented the vehicle to be safe and fit for its ordinary purpose of transportation when in fact the vehicle was manufactured with a latent defect to the ignition switch which renders the vehicle unsafe, dangerous and not fit for its ordinary purpose.

D. Finally, the Defendant has committed an unfair and deceptive act pursuant to 73 P.S. 201.2(4)(xxi) by:

i. Placing the Plaintiffs' vehicle into the stream of commerce without informing the public/Plaintiffs that the vehicle exhibited the severe and dangerous defect thereby depriving Plaintiff of the opportunity to make an informed vehicle purchase.

ii. The above referenced misrepresentations, omissions and active concealment concerning the latent dangerous

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defect was material to the transaction. The false representations and material omissions were made with the intent that Plaintiffs rely upon them.

iii. Plaintiff relied upon the misrepresentations, omissions that the vehicle was safe and without latent defects in materials in the purchase of the Plaintiffs' vehicle. Moreover, Plaintiff changed their position by undertaking a large financial purchase and contracting for the Plaintiffs' vehicle they otherwise would not have done.

iv. Because of this unfair and deceptive practice the Manufacturer has been unjustly enriched.

v. Despite the clear evidence of the defect the Manufacturer has refused to stand behind its product and the warranties it provided. Instead the Manufacturer have forced Plaintiff to file suit to obtain relief that otherwise should have been provided by the Manufacturer willingly in light of the substantial nonconformities the Plaintiffs' vehicle contains and the laws of Pennsylvania.

a. Such behavior can only be described as reckless, wanton and willful.

20. Plaintiffs have suffered actual and ascertainable damages as result of the Manufacturer's actions in recklessly, willfully and wantonly violating the act. Specifically:

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A. Plaintiff undertook the purchase and expended large sums of money on a vehicle that contains a dangerous defect.

B. Further, due to the nonconformities the residual value of the Plaintiffs vehicle has been substantially impaired.

C. Finally, the use and safety of the Plaintiffs vehicle has been substantially impaired.

WHEREFORE, Plaintiffs prays for judgment against Manufacturer:

A. In an amount not to exceed \$74,999.00 exclusive of costs and interest for damages and actual attorneys' fees; pursuant to 73 P.S. 201-9.2(a).

B. Such other relief this Court deems appropriate.

**JURY DEMAND**

PLAINTIFFS hereby demands trial by jury on all counts so triable.



KURT D. MITCHELL J.D.  
PA. I.D. No.: 205917  
KDM Law Firm PLLC  
106 S. Armenia Ave  
Tampa FL 33609  
Attorney for Plaintiffs

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# EXHIBIT A

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PENNSYLVANIA  
MOTOR VEHICLE INSTALLMENT SALE CONTRACT.

Date \_\_\_\_\_

SIMPLE INTEREST

| ANNUAL PERCENTAGE RATE<br>The cost of your credit as a yearly rate. | FINANCE CHARGE<br>The dollar amount the credit will cost you. | Amount Financed<br>The amount of credit provided to you or on your behalf. | Total of Payments<br>The amount you will have paid after you have made all scheduled payments. | Total Sale Price<br>The total cost of your purchase on credit, including your downpayment<br>\$ _____ |
|---|---|--|--|---|
| \$ 0  | \$ 0  | \$ 0   | \$ 0   | \$ 0  |

Your Payment Schedule will be:

| No. of Payments | Amount of Payments | When Payments Are Due |
|-----------------|--------------------|-----------------------|
| 3               |                    | Monthly, beginning    |
| 3               |                    |                       |

Security: You are giving a security interest in the motor vehicle being purchased.

Prepayment: If you pay off early, you will not have to pay a penalty.

Filing Fees: \$ \_\_\_\_\_

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month, greater than 10 days, that it remains unpaid.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

In this Contract  
we are  
the SELLER.

Name \_\_\_\_\_ Address \_\_\_\_\_ Zip Code \_\_\_\_\_

You are  
the BUYER(S).

Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_ Zip Code(s) \_\_\_\_\_

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

TRADE-IN:  
You have traded in  
the following vehicle:

Year and Make \_\_\_\_\_ Description \_\_\_\_\_

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown in the Itemization of Amount Financed as the "Lien Payoff."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Accident & Health (Disability) Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit. We may receive a financial benefit from your purchase of credit insurance.

By signing, you select Single Credit Life Insurance. What is your  
which costs \$ \_\_\_\_\_ age? \_\_\_\_\_ Years

By signing, you select Single Credit Accident &  
Health Insurance, which costs \$ \_\_\_\_\_ age? \_\_\_\_\_ Years

Signature of Buyer to be insured for Single Credit Life Insurance

Signature of Buyer to be insured for Single Credit Accident & Health Insurance

By signing, you both select Joint  
Credit Life Insurance, which costs \$ \_\_\_\_\_

What are  
your ages?

By signing, you both select Joint Credit  
Accident & Health Insurance, which costs \$ \_\_\_\_\_ What are  
your ages? Percentage  
to be  
insured

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

Signatures of both Buyers to be insured for Joint Credit  
Life Insurance

Signatures of both Buyers to be insured for Joint  
Credit Accident & Health Insurance

Insurer:

VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

N/U Year and Make Series Body Style No. Cyl. Truck Ton Capacity Serial Number

Equipped  A.T.  P.S.  AM-FM Stereo  5 Spd Other \_\_\_\_\_  
with  A.C.  P.W.  AM-FM Tape  Vinyl Top \_\_\_\_\_

ASSIGNEE: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

IF YOU DO NOT MEET YOUR CONTRACT  
OBLIGATIONS, YOU MAY LOSE THE MOTOR  
VEHICLE AND PROPERTY THAT YOU  
BOUGHT WITH THIS CONTRACT, AND/OR  
MONEY ON DEPOSIT WITH THE ASSIGNEE.

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

Itemization of Amount Financed

|  |  |
|--|--|
| Cash Price<br>\$ _____   | * We may retain a portion of amounts marke |
| Cash Downpayment<br>\$ _____   |  |
| Trade-In<br>Value of Trade-In<br>\$ _____                              |  |
| Lien Payoff to: _____<br>\$ _____                                      |  |
| Unpaid Cash Price Balance<br>\$ _____                                  |  |
| To Credit Insurance Company<br>\$ _____                                |  |
| To Public Officials for:<br>License, Tags and Registration<br>\$ _____ |  |
| Lien Fee<br>\$ _____   |  |
| To _____<br>\$ _____   |  |

Amount Financed  
\$ \_\_\_\_\_

Finance Charge  
\$ \_\_\_\_\_

Total of Payments (Time Balance)  
\$ \_\_\_\_\_

Payment Schedule - You agree to pay  
to us the Amount Financed plus interest in

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together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

**PROMISE TO PAY:** You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and assigning the Trade-in, if shown above, on or before the date of this Contract, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

**SECURITY AGREEMENT:** To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the vehicle, all parts (called "accessories") attached to the vehicle at any later time, and in any proceeds of the vehicle, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee. The Assignee may do this without any prior notice to you.

**ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.**

**NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.**

SELLER \_\_\_\_\_

BUYER \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

**CO-SIGNER, YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.**

**CO-SIGNER'S AGREEMENT:** You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

|                       |         |      |
|-----------------------|---------|------|
| Co-Signer's Signature | Address | Date |
| Co-Signer's Signature | Address | Date |

**CO-OWNER'S SECURITY AGREEMENT:** You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a Security Interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise To Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

|                      |         |      |
|----------------------|---------|------|
| Co-Owner's Signature | Address | Date |
|----------------------|---------|------|

**BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.**

|       |       |           |                       |
|-------|-------|-----------|-----------------------|
| BUYER | BUYER | CO-SIGNER | CO-SIGNER OR CO-OWNER |
|-------|-------|-----------|-----------------------|

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

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|   |  |   |                                       |                                  |                                   |                                       |  |                           |   |
|---|--|---|---------------------------------------|----------------------------------|-----------------------------------|---------------------------------------|--|---------------------------|---|
| MV-4-ST (8-12)  |  |   |                                       | 1. TAX/FEE'S                     |                                   | 1ST ASSIGNMENT                        |  | 2ND ASSIGNMENT            |   |
| A.<br>VEHICLE<br>PURCHASED  | PART # NUMBER AS SHOWN ON ATTACHED TITLE   |   | MAKE OF VEHICLE                       |                                  | MODEL YEAR                        |                                       | PURCHASE PRICE<br>(See Note in Remarks)  |                           |   |
|   | 1. VEHICLE IDENTIFICATION NUMBER   |   | CONDITION                             |                                  | ③ GOOD    ④ FAIR    ⑤ POOR        |                                       | \$268 TRUCK/ATV  |                           |   |
| B.<br>TITLE   | LAST NAME OR FULL BUSINESS NAME  |   |                                       |                                  | FIRST NAME                        |                                       | MIDDLE NAME  |                           | EXEMPTABLE VALUE                                      |
|   | SELLER   |   |                                       |                                  |                                   |                                       |  |                           | \$1428.75   |
| C.<br>PURCHASED   | LAST NAME OR FULL BUSINESS NAME  |   |                                       |                                  | TITLE DATE                        |                                       | STATE  |                           | EXEMPTION<br>PERSON CODE                              |
|   | SELLER   |   |                                       |                                  | 2003-06-16                        |                                       | CA 94070-24  |                           | EX-1000   |
| D.<br>PURCHASED   | LAST NAME OR FULL BUSINESS NAME  |   |                                       |                                  | FIRST NAME                        |                                       | MIDDLE NAME  |                           | STATE CODE  |
|   | SELLER   |   |                                       |                                  |                                   |                                       |  |                           | CA 94070-24   |
| E.<br>PURCHASED   | STATE  |   | ZIP CODE                              |                                  | DATE ACQUIRED<br>PURCHASED        |                                       | REFERS TO COUNTY CODES<br>LISTING ON RE SPINE SIDE<br>OF YELLOW COPY   |                           | 1. TITLE FEE  |
|   | 2003   |   |                                       |                                  |                                   |                                       |  |                           | 2. TITLE FEE  |
| F.<br>PURCHASED   | LAST NAME OR FULL BUSINESS NAME  |   |                                       |                                  | TITLE DATE                        |                                       | EXPIRATION DATE  |                           | 3. TITLE FEE  |
|   | SELLER   |   |                                       |                                  | 2003-06-16                        |                                       | 2004-06-16   |                           | 4. REGISTRATION OR<br>PROCESSING FEE                  |
| G.<br>PURCHASED   | CO-PURCHASER LAST NAME   |   |                                       |                                  | FIRST NAME                        |                                       | MIDDLE NAME  |                           | PEE EXEMPT NUMBER<br>AS ASSIGNED BY THE<br>DEPARTMENT |
|   |  |   |                                       |                                  |                                   |                                       |  |                           | S. DUPLICATE REG.<br>FEE NO. OF<br>CARDS              |
| H.<br>PURCHASED   | STREET   |   |                                       |                                  |                                   |                                       | COUNTY CODE  |                           | 5. TRANSFER FEE                                       |
|   | 51   |   | STATE                                 |                                  | ZIP CODE                          |                                       | DATE ACQUIRED<br>PURCHASED   |                           | 6. INCREASE FEE                                       |
| I.<br>TRADED  | NAME OF VEHICLE  |   | VEHICLE IDENTIFICATION NUMBER         |                                  |                                   |                                       |  |                           | 7. REPLACEMENT FEE                                    |
|   | MODEL YEAR   |   | BODY TYPE (CP, TK, ETC.)              |                                  | CONDITION                         |                                       | ③ GOOD    ④ FAIR    ⑤ POOR   |                           | TOTAL PAID<br>(ADD 1 THRU 6)                          |
| J.<br>REGISTRATION  | PLATE TO BE ISSUED BY<br>DEPARTMENT (PROOF OF<br>INSURANCE MUST BE<br>ATTACHED.)   |   | ① TRANSFER OF PREVIOUSLY ISSUED PLATE |                                  |                                   |                                       | 8. GRAND TOTAL<br>(ADD 7 & 8)  |                           | 9. GRAND TOTAL<br>(ADD 9 & 10)                        |
|   | EXCHANGE PLATE TO BE<br>ISSUED BY DEPARTMENT<br>TEMPORARY PLATE ISSUED<br>BY FULL AGENT (NOTE THAT<br>ONE DAY AFTER 90 DAYS FROM<br>DATE OF ISSUANCE.)   |   | ② TRANSFER & RENEWAL OF PLATE         |                                  | ③ TRANSFER & REPLACEMENT OF PLATE |                                       | ④ TRANSFER OF PLATE & REPLACEMENT OF STICKER   |                           | SEND ONE CHECK IN<br>THIS AMOUNT →                    |
| K.<br>REGISTRATION  | PLATE NO.  |   | EXPIRES Month Year                    |                                  | REASON FOR REPLACEMENT            |                                       | ⑤ LOST    ⑥ DEFACED    ⑦ STOLEN    ⑧ NEVER RECEIVED (Lost & Stolen<br>Note, if neither received or lost is checked, applicant must complete Form MV-4-1) |                           |   |
|   |  |   | TRANSFERRED FROM TITLE NO.            |                                  |                                   |                                       | VIN  |                           |   |
| L.<br>REGISTRATION  | SIGNATURE OF PERSON FROM WHOM<br>PLATE IS BEING TRANSFERRED (IF<br>OTHER THAN APPLICANT)   |   | SIGN HERE                             |                                  |                                   |                                       |  |                           | RELATIONSHIP TO APPLICANT                             |
|   | TEMP. PLATE NO.  |   |                                       |                                  |                                   |                                       |  |                           |   |
| VEHICLE PURCHASED WEIGHT<br>INFORMATION (IF APPLICABLE)   |  | G/W/R   |                                       | UNLADEN WEIGHT<br>INCLUDING LOAD |                                   | REG. REG. GROSS WT<br>(IF APPLICABLE) |  |                           |   |
| INSURANCE COMPANY NAME  |  | POLICY NO. (OR<br>ATTACH BINDER)                  |                                       |                                  |                                   | POLICY EFFECTIVE<br>DATE              |  | POLICY EXPIRATION<br>DATE |   |
| M.<br>CERTIFICATION   | CERTIFY THAT ON MONTH DAY YEAR<br>I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND<br>ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT IN<br>COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE<br>CODE AND DEPARTMENT REGULATIONS  |   | ISSUING AGENT PRINT NAME              |                                  |                                   |                                       | AGENT NO   |                           |   |
|   |  |   | ISSUING AGENT SIGNATURE               |                                  |                                   |                                       | TELEPHONE NO.  |                           |   |
| N.<br>ADDITIONAL<br>TITLE<br>INFORMATION  | I WE CERTIFY THAT WE HAVE EXAMINED AND SIGNED THIS APPLICATION AFTER ITS COMPLETION. WE FURTHER CERTIFY THAT ALL STATEMENTS HEREIN ARE TRUE AND CORRECT AND<br>MAKE APPLICATION FOR CERTIFICATE OF TITLE FOR THE VEHICLE DESCRIBED IN SECTION A. IF ANY EXEMPTION IS CLAIMED, THE PURCHASER FURTHER CERTIFIES THAT HE/SHE IS<br>AUTHORIZED TO CLAIM THIS EXEMPTION. WE ACKNOWLEDGE THAT WE MAY LOSE MY/OUR OPERATING PRIVILEGE(S) OR VEHICLE REGISTRATION FOR FAILURE TO MAINTAIN FINANCIAL<br>RESPONSIBILITY ON THE CURRENTLY REGISTERED VEHICLE FOR THE PERIOD OF REGISTRATION. WE ACKNOWLEDGE THAT WE MAY BE SUBJECT TO A FINE NOT EXCEEDING \$5,000 AND<br>IMPRISONMENT OF NOT MORE THAN TWO YEARS FOR ANY FALSE STATEMENT THAT WE MAKE ON THIS APPLICATION. |   |                                       |                                  |                                   |                                       |  |                           |   |
|   | 1ST<br>ASSIGN-<br>MENT   | Signature of First Purchaser or Authorized Signer |                                       |                                  |                                   |                                       |  |                           |   |
| 2ND<br>ASSIGN-<br>MENT  | Signature of Co-Purchaser/Title of Authorized Signer   |   |                                       |                                  |                                   |                                       |  |                           | Telephone No.   |
| 3RD<br>ASSIGN-<br>MENT  | Signature of Second Purchaser or Authorized Signer   |   |                                       |                                  |                                   |                                       |  |                           | Telephone No.   |
| 4TH<br>ASSIGN-<br>MENT  | Signature of Co-Purchaser/Title of Authorized Signer   |   |                                       |                                  |                                   |                                       |  |                           | Telephone No.   |
| NOTE: IF A CO-PURCHASER OTHER THAN YOUR SPOUSE IS LISTED AND YOU WANT THE TITLE TO BE LISTED AS "JOINT TENANTS WITH RIGHT OF SURVIVORSHIP" (ON DEATH OF ONE<br>OWNER TITLE GOES TO SURVIVING OWNER), CHECK HERE <input checked="" type="checkbox"/> OTHERWISE, THE TITLE WILL BE ISSUED AS "TENANTS IN COMMON" (ON DEATH OF ONE OWNER, INTEREST OF DECEASED<br>OWNER GOES TO HIGHER HEIRS OR ESTATE). |  |   |                                       |                                  |                                   |                                       |  |                           |   |
| NOTE: IF THE VEHICLE IS TO BE USED AS A DAILY RENTAL OR LEASED VEHICLE, CHECK THIS BLOCK <input checked="" type="checkbox"/> IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-11.   |  |   |                                       |                                  |                                   |                                       |  |                           |   |

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Oct. 20, 2014 2:23PM HALLMAN USED CARS Pg 22 of 32 No. 4869 IP. 1



PENNSYLVANIA  
MOTOR VEHICLE INSTALLMENT SALE CONTRACT.

Dated 03/30/2011

SIMPLE INTEREST

|  |  |   |   |   |
|--|--|---|---|---|
| <b>ANNUAL PERCENTAGE RATE</b><br>The cost of your credit as a yearly rate. | <b>FINANCE CHARGE</b><br>The dollar amount the credit will cost you. | <b>Amount Financed</b><br>The amount of credit provided to you or on your behalf. | <b>Total of Payments</b><br>The amount you will have paid after you have made all scheduled payments. | <b>Total Sale Price</b><br>The total cost of your purchase on credit, including your downpayment of \$ <u>3000.00</u> . |
| 11.20 %  | \$ 5125.60   | \$ 13580.00   | \$ 18705.60   | \$ 21705.60   |

Your Payment Schedule will be:

| No. of Payments | Amount of Payments | When Payments Are Due         |
|-----------------|--------------------|-------------------------------|
| 72              | \$ 259.80          | Monthly, beginning 04/29/2011 |
|                 | \$ N/A             |                               |

Security: You are giving a security interest in the motor vehicle being purchased.  
Prepayment: If you pay off early, you will not have to pay a penalty.

Filing Fees: \$ 5.00

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

In this Contract we are the SELLER, DAVE HALLMAN CHEVROLET, INC. 1925 STATE ST. ERIE PA 16501.  
Name \_\_\_\_\_ Address \_\_\_\_\_ Zip Code \_\_\_\_\_  
You are the BUYER(S), DANIEL J MATTEO 5248 HEIDLER RD FAIRVIEW PA 16415  
STARLEEN E MATTEO 5248 HEIDLER RD FAIRVIEW PA 16415  
Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_ Zip Code(s) \_\_\_\_\_

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

TRADE-IN:  
You have traded in the following vehicle:

Year and Make Description

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown in the Itemization of Amount Financed as the "Lien Payoff."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Accident & Health (Disability) Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional costs. Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit. We may receive a financial benefit from your purchase of credit insurance.

By signing, you select Single Credit Life Insurance. What is your age? \_\_\_\_\_ Years  
which costs \$ N/A

By signing, you select Single Credit Accident & Health Insurance, which costs \$ N/A age? \_\_\_\_\_ Years

Signature of Buyer to be insured for Single Credit Life Insurance

Signature of Buyer to be insured for Single Credit Accident & Health Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A What are your ages?

By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ N/A What are your ages? \_\_\_\_\_ Percentage to be insured \_\_\_\_\_ %

1. \_\_\_\_\_  
2. \_\_\_\_\_  
Signatures of both Buyers to be insured for Joint Credit Life Insurance

1. \_\_\_\_\_  
2. \_\_\_\_\_  
Signatures of both Buyers to be insured for Joint Credit Accident & Health Insurance

Insurer:

VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

|      |                |        |            |          |                    |                   |
|------|----------------|--------|------------|----------|--------------------|-------------------|
| Y/N  | Year and Make  | Series | Body Style | No. Cyl. | Truck Tcn Capacity | Serial Number     |
| USED | 2009 CHEVROLET | SON    | IMPALA LT  |          |                    | 2G1WC57M991295813 |

Equipped A.T. P.S. AM-FM Stereo 5 Spd. Other  
with A.C. P.W. AM-FM Tape Vinyl Top

ASSIGNEE: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract end in the County of Erie, Pennsylvania, and are unenforceable by the Assignee. The Assignee will notify you when and if Seller makes an acknowledgement.

AMERICAN FINANCIAL SERVICES

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT, AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

| Itemization of Amount Financed   |             |
|--|-------------|
| Cash Price INCL TAX  | \$ 928.5    |
| \$ 16403.50  |             |
| Cash Downpayment   | \$ 3000.00  |
| Trade-In   |             |
| Value of Trade-In  | \$ N/A      |
| Lien Payoff to:  | N/A         |
| \$ N/A   |             |
| Unpaid Cash Price Balance  | \$ 13403.50 |
| To Credit Insurance Company  |             |
| \$ N/A   |             |
| To Public Officials for:   |             |
| License, Tags and Registration   | \$ 66.50    |
| License Fee  | \$ 5.00     |
| To N/A   |             |
| \$ N/A   |             |
| To DOC FEE   | \$ 105.00   |
| To N/A   |             |
| \$ N/A   |             |
| To N/A   |             |
| \$ N/A   |             |
| Amount Financed  | \$ 13580.00 |
| Finance Charge   | \$ 5125.60  |
| Total of Payments (Time Balance)                                       | \$ 18705.60 |
| Payment Schedule - You agree to pay to us the Amount Financed plus [ ] |             |

We may retain a portion of amounts retained

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Seller [REDACTED] Oct. 20, 2014<sup>th</sup> 2:23PM Pg 23 of 32 Assignee will notify you when No. 4869 mount P. 2nd plus [2]  
and if S. [REDACTED]

AMERICREDIT FINANCIAL SERVICES INC  
PO BOX 182673 ARLINGTON 76096-2673

CO-SIGNER: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

PROMISE TO PAY: You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and assigning the Trade-In, if shown above, on or before the date of this Contract, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts (called "accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

SELLER DAVE HALLMAN/CHEVROLET, INC.

NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK, YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

BUYER [REDACTED]

03/30/2011

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Year and Make

Description

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown in the Itemization of Amount Financed as the "Lien Payoff."

**PROPERTY INSURANCE:** You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

**CREDIT INSURANCE IS NOT REQUIRED:** Credit Life Insurance and Credit Accident & Health (Disability) Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit. We may receive a financial benefit from your purchase of credit insurance.

By signing, you select Single Credit Life Insurance, what is your age? \_\_\_\_\_ Years  
which costs \$ N/A

By signing, you select Single Credit Accident & Health Insurance, which costs \$ N/A What is your age? \_\_\_\_\_ Years

Signature of Buyer to be Insured for Single Credit Life Insurance

Signature of Buyer to be insured for Single Credit Accident &amp; Health Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A What are your ages?

By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ N/A What are Percentage your ages? to be insured:

1 \_\_\_\_\_ %

1 \_\_\_\_\_ %

2 \_\_\_\_\_ %

2 \_\_\_\_\_ %

Signatures of both Buyers to be insured for Joint Credit Life Insurance

Signatures of both Buyers to be insured for Joint Credit Accident &amp; Health Insurance

**Insurer:**

**VEHICLE:** You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

| NU   | Year and Make  | Series | Body Style | No. Excl. | Truck/Jan Capacity | Serial Number     |
|------|----------------|--------|------------|-----------|--------------------|-------------------|
| USED | 2009 CHEVROLET | SDN    | IMPALA LT  |           |                    | 201HC57M991295813 |

| Equipped with | A.T. | P.S. | AM-FM Stereo | 5 Spd. | Outer     |
|---------------|------|------|--------------|--------|-----------|
|               |      |      |              |        |           |
|               |      |      |              |        | Vinyl Top |

**ASSIGNEE:** We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

AMERICREDIT FINANCIAL SERVICES INC  
PO BOX 182673 ARLINGTON 76096-2673

**CO-SIGNER:** Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

**CO-OWNER:** Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

**TERMS:** The terms shown in the boxes above are part of this Contract.

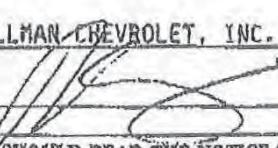
**PROMISE TO PAY:** You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and assigning the Trade-In, if shown above, on or before the date of this Contract, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

**SECURITY AGREEMENT:** To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts (called "accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

**ADDITIONAL TERMS AND CONDITIONS:** THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

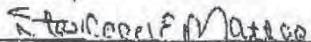
SELLER DAVE HALLMAN CHEVROLET, INC.

BY: 

03/30/2011 Date

**NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.**

BUYER  Date 03/30/2011

BUYER  Date 03/30/2011

**CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.**

**CO-SIGNER'S AGREEMENT:** You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

Co-Signer's Signature

Address

Date

Co-Signer's Signature Received Time Oct. 20. - 1:38PM

Address

Date [ ]

**CO-OWNER'S SECURITY AGREEMENT:** You, the person signing below as "Co-Owner," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract.

|                                |          |
|--------------------------------|----------|
| No. 4869                       | mer P. 3 |
| \$                             | 3000.00  |
| Trade-In                       |          |
| Value of Trade-In              |          |
| \$                             | N/A      |
| Lien Payoff to:                | N/A      |
| \$                             | N/A      |
| Unpaid Cash Price Balance      |          |
| \$                             | 13403.50 |
| To Credit Insurance Company    |          |
| \$                             | N/A      |
| To Public Officials for:       |          |
| License, Tags and Registration |          |
| \$                             | 66.50    |
| Lien Fee                       |          |
| \$                             | 5.00     |
| To N/A                         |          |
| \$                             | N/A      |
| To DOC FEE                     |          |
| \$                             | 105.00   |
| To N/A                         |          |
| \$                             | N/A      |
| To N/A                         |          |
| \$                             | N/A      |

We may retain a portion of amounts paid!

|   |             |
|---|-------------|
| Amount Financed   | \$ 13580.00 |
| Finance Charge  | \$ 5125.60  |
| Total of Payments (Time Balance)  | \$ 18705.60 |
| Payment Schedule - You agree to pay to us the Amount Financed plus interest in  |             |
| 72 payments of \$ 259.80 each, and a final payment of \$ N/A. The first payment will be due on APR 29th 2011, and then payments will be due on that same day of each month following. |             |

ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

09-50026-reg Doc 13016-1 Filed 12/08/14 Entered 12/08/14 15:58:34 Exhibit A

Oct. 20, 2014 2:24PM HALLMAN USED CARS Pg 25 of 32 No. 4869 P. 4te [2]

**CO-OWNER'S SECURITY AGREEMENT:** You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a Security Interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise To Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

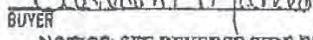
Co-Owner's Signature

Address

Date

**BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.**



  
S. tos.000 n.F. M. R. R. E. O.

BUYER

CO-SIGNER

CO-SIGNER OR CO-OWNER

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

09-50026-reg Doc 13016-1 Filed 12/08/14 Entered 12/08/14 15:58:34 Exhibit A  
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## EXHIBIT B

## 2 Warranty Coverage at a Glance

The warranty coverages are summarized below.

### New Vehicle Limited Warranty

#### Bumper-to-Bumper (includes Tires)

- Coverage is for the first 3 years or 36,000 miles, whichever comes first.

#### Powertrain

- Coverage is for the first 5 years or 100,000 miles, whichever comes first.

#### Sheet Metal

- Corrosion coverage is for the first 3 years or 36,000 miles, whichever comes first.
- Rust-through<sup>®</sup> coverage is for the first 6 years or 100,000 miles, whichever comes first.

### Emission Control System Warranty

For light duty trucks, see How to Determine the Applicable Emissions Control Systems Warranty under Emission Control Systems Warranty on page 22 for more information.

#### Federal

- Gasoline Engines
  - Defects and performance for cars and light duty truck emission control systems are covered for the first 2 years or 24,000 miles, whichever comes first. From the first 2 years or 24,000 miles to 3 years or 36,000 miles defects in material or

workmanship continue to be covered under the New Vehicle Limited Warranty. Bumper-to-Bumper coverage explained previously. Specific major components are covered for the first 8 years or 80,000 miles, whichever comes first.

- Defects and performance for heavy duty truck emission control systems are covered for the first 5 years or 50,000 miles, whichever comes first.

- 6.6L DURAMAX<sup>®</sup> Diesel Engines are covered for the first 5 years or 50,000 miles, whichever comes first.

**Warranty Coverage at a Glance**

| Vehicle Type  | Model MAX® Diesel   | Noise Emissions  |
|---|---|--|
| Passenger and light-duty truck and van with light-duty or medium-duty transmission and control system coverage in the first 3 years or 10,000 miles, whichever comes first. | Refers to performance for the emission control systems covered for the first 5 years or 50,000 miles, whichever comes first. Specified components for the emission control system are covered for the first 7 years or 70,000 miles, whichever comes first. | Coverage is for applicable vehicles weighing over 10,000 lbs based on the Gross Vehicle Weight Rating (GVWR) only, for the entire life of the vehicle. |

***Important:** Some California emission vehicles may have special warranties longer than those listed here. See "California Emission Control System Warranty" under "Emission Control Systems Warranty" on page 22.*

| New Vehicle Limited Warranty   |   |
|--|---|
| <b>What will you do if you need repairs to the vehicle during its warranty period in accordance with the following terms, conditions, and limitations?</b> | <b>Obtaining Repairs</b><br><br>To obtain warranty repairs, take the vehicle to a Chevrolet dealer facility within the warranty period and request the needed repairs.<br>A reasonable time must be allowed for the dealer to perform necessary repairs.  |
| <b>What Is Covered</b>   | <b>Warranty Period</b><br><br>The warranty period for all coverages begins on the date the vehicle is first delivered or put in use and ends at the expiration of the coverage period.  |
| <b>Warranty Applies</b>  | <b>Repairs Covered</b><br><br>The warranty covers repairs to correct any vehicle defect related to materials or workmanship occurring during the warranty period. Needed repairs will be performed using new or remanufactured parts.   |
| <b>What will you do if you need repairs to the vehicle during its warranty period in accordance with the following terms, conditions, and limitations?</b> | <b>No Charge</b><br><br>Warranty repairs, including towing, parts, and labor, will be made at no charge.  |
| <b>Powertrain Component Warranty Coverage</b>  | <b>Powertrain Component Warranty Coverage</b><br><br>The powertrain is covered for 5 years or 100,000 miles, whichever comes first, except for other coverages listed here under "What Is Covered" and those items listed under "What Is Not Covered" later in this section.  |
| <b>Engine Coverage</b>   | <b>Engine Coverage Includes:</b> All internally lubricated parts, engine oil cooling hoses, lines and radiators. Also included are all actuators and electrical components internal to the engine (i.e.: Active Fuel Management Valve / Lifter Oil Manifold, etc.) cylinder head, block, timing gears, timing chain, timing cover, oil pump/oil pump housing, OHC carriers, valve covers, oil pan, seals, gaskets, manifolds, flywheel, wafer pump, harmonic balancer, engine mount, turbocompressor and supercharger. Timing belts are covered until the first scheduled maintenance interval. |
| <b>Bumper-to-Bumper Coverage</b>   | <b>The complete vehicle is covered for 3 years or 36,000 miles, whichever comes first, except for other coverages listed here under "What Is Covered" and those items listed under "What Is Not Covered" later in this section.</b>   |

**New Vehicle Limited Warranty**

|  |  |
|--|--|
| <p><b>Exclusions:</b> Excluded from the powertrain coverage are sensors, wiring, connectors, engine induction, coolant hoses, coolant and header case. Coverage on the torque control system begins at the inlet to the water pump and ends with the hemispherical housing and/or rubber that attaches to the return hose. Also excluded is the slave motor, entire pressurized fuel system (in-tank fuel pump, pressure lines, fuel filter(s), regulator, injectors and return line) as well as the Engine Powertrain Control Module and/or module programming.</p> | <p><b>Transfer Case Coverage:</b> Includes: All internally lubricated parts, gears, pinions, seals and bushings as well as any electrical components internal to the transfer case. Also covered are any actuators directly connected to the transfer case as well as encoder units.</p> |
| <p><b>Inclusions:</b> Excluded from the powertrain coverage are transfer case cooling lines, hoses, radiator, sensors, wiring, electrical connectors as well as the transfer case control module and/or module programming.</p>  | <p><b>Exclusions:</b> Excluded from the powertrain coverage are transfer case cooling lines, hoses, radiator, sensors, wiring, electrical connectors as well as the transfer case control module and/or module programming.</p>  |

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Pg 31 of 32

VERIFICATION

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his Personal lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X   
Cheryl A. Brochey

Date: 11/7/14

09-50026-reg Doc 13016-1 Filed 12/08/14 Entered 12/08/14 15:58:34 Exhibit A  
Pg 32 of 32

**VERIFICATION**

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his Personal lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X \_\_\_\_\_  
Daniel Matteo

Date: 10-7-14



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Pg 1 of 4

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Richard C. Godfrey, P.C. (admitted *pro hac vice*)  
Andrew B. Bloomer, P.C. (admitted *pro hac vice*)

*Attorneys for General Motors LLC*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

|  |   |                          |
|--|---|--------------------------|
| In re  | : | Chapter 11               |
|  | : |                          |
| MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,<br>f/k/a General Motors Corp., <i>et al.</i> | : | Case No.: 09-50026 (REG) |
|  | : |                          |
| Debtors.   | : | (Jointly Administered)   |

**NOTICE OF FILING OF THIRTEENTH SUPPLEMENT TO  
SCHEDULE “2” TO THE MOTION OF GENERAL MOTORS LLC  
PURSUANT TO 11 U.S.C. §§ 105 AND 363 TO ENFORCE THE  
COURT’S JULY 5, 2009 SALE ORDER AND INJUNCTION**

**PLEASE TAKE NOTICE** that on December 8, 2014, General Motors LLC filed the attached *Thirteenth Supplement to Schedule “2” to the Motion of General Motors LLC Pursuant to 11 U.S.C. §§ 105 and 363 to Enforce the Court’s July 5, 2009 Sale Order and Injunction* with the United States Bankruptcy Court for the Southern District of New York.

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Pg 2 of 4

Dated: New York, New York  
December 8, 2014

Respectfully submitted,

/s/ Scott I. Davidson

Arthur Steinberg  
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New York, New York 10036  
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Facsimile: (312) 862-2200

*Attorneys for General Motors LLC*

**THIRTEENTH SUPPLEMENT<sup>1</sup> TO SCHEDULE “2”**

**SAMPLE ALLEGATIONS/CAUSES OF ACTION IN IGNITION SWITCH  
COMPLAINTS FILED AGAINST NEW GM NOT CONTAINED IN THE  
PREVIOUS SUPPLEMENTS TO SCHEDULE “2” TO MOTION TO ENFORCE<sup>2</sup>**

| <b><u>Action</u></b> | <b><u>Allegations</u></b>   |
|----------------------|---|
| Brochey              | <p>One of the vehicles at issue in the Brochey Action is a 2009 Chevrolet Impala, that was manufactured by Old GM.<sup>3</sup> Compl., at 1.</p> <p>“The 2009 model year Impala has been Manufactured and equipped with defective ignition switch. The Vehicles’ ignition switches are uniformly and inherently defective in material s, design or workmanship, and exhibit the ability to be turned off inadvertently . In the alternative the ignition condition is a condition that the Manufacturer was aware of and a fact the Plaintiffs should have been made aware prior to their purchase.” Compl., ¶ 12.</p> <p>“The Defect described herein is an extremely dangerous latent defect in materials or workmanship with the Plaintiffs’ vehicle that the Defendant had been aware and yet chooses to ignore out of greed” Compl., ¶ 24(A)(i).</p> <p>“Moreover, the Manufacturer provided an express warranty that the vehicle would be free from defects in materials and workmanship; despite knowing that the Plaintiff vehicle contained a latent defect.” Compl., ¶ 24(A)(ii).</p> <p>“The Defendant was engaged in unfair or deceptive practices while engaged in commerce in the State of Plaintiff by placing into the stream of commerce the Plaintiffs’ vehicle containing latent defects in materials or workmanship and not fit for its ordinary purpose of safe reliable transportation.” Compl., ¶ 24(B).</p> <p>“The Manufacturer marketed, sold and place the Plaintiffs’ vehicle into the stream of commerce with latent defects in materials or workmanship and not fit for its ordinary purpose of safe reliable transportation despite knowing of the latent defects solely because of corporate greed and a desire to save money on producing the vehicle.” Compl., ¶ 24(B)(ii).</p> |

<sup>1</sup> This schedule supplements the previous supplements and the original Schedule “2” previously filed with the Court in connection with the *Motion of General Motors LLC Pursuant to 11 U.S.C. §§ 105 and 363 to Enforce the Court’s July 5, 2009 Sale Order and Injunction (“Motion to Enforce”)*.

<sup>2</sup> Due to space limitations, this chart contains only a *sample* of statements, allegations and/or causes of action contained in the complaint referenced herein. This chart does *not* contain *all* statements and/or allegations that New GM believes violates the provisions of the Court’s Sale Order and Injunction and the MSPA.

<sup>3</sup> While the Brochey Action also concerns a 2011 Chevrolet Camaro, the claims regarding that vehicle do not implicate the Motion to Enforce.

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| <u>Action</u> | <u>Allegations</u>  |
|---------------|---|
|               | <p>“The defects were actively concealed from the Plaintiffs and the Plaintiffs were never given a meaningful opportunity to negotiate in good faith because of the unfair and deceptive trade practices employed by the Manufacturer.” Compl., ¶ 24(B)(iii).</p> <p>“The manufacturer represented the vehicle to be safe and fit for its ordinary purpose of transportation when in fact the vehicle was manufactured with a latent defect to the ignition switch which renders the vehicle unsafe, dangerous and not fit for its ordinary purpose.” Compl., ¶ 24(C)(i).</p> <p>“Finally, the Defendant has committed an unfair and deceptive act pursuant to 73 P.S. 201.2(4) (xxi) by:</p> <p>i. Placing the Plaintiffs’ vehicle into the stream of commerce without informing the public/Plaintiffs that the vehicle exhibited the severe and dangerous defect thereby depriving Plaintiff of the opportunity to make an informed vehicle purchase.” Compl., ¶ 24(D)(i).</p> <p>“Moreover, Plaintiff changed their position by undertaking a large financial purchase and contracting for the Plaintiffs’ vehicle they otherwise would not have done.” Compl., ¶ 24(D)(iii).</p> |